



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act
2014**

Chamber Ref: FTS/HPC/CV/22/0518

Re: Property at 32 Meadow Walk, Coatbridge, ML5 3PQ ("the Property")

Parties:

**Ecosse Estates Limited, Office 2 Room 8, Kirkhill House, Bloom Road East, Newton
Mearns, G77 5LL ("the Applicant")**

**Mr Colin Robertson and Mr Adrian Mair, 35 Almada Grove, Hamilton, ML3 0HB; 35
Almada Grove, Hamilton, ML3 0HB ("the Respondents")**

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision (in absence of the Respondents)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the
Tribunal") determined that:-**

At the Case Management Discussion ("CMD"), which took place by telephone conference on 21 June 2022, the Applicant was represented by Mr James McMillan. The Respondents were neither present nor represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules") had been satisfied relative to the Respondents having received notice of the CMD and determined to proceed in the absence of the Respondent in terms of Rule 29.

As a preliminary matter the tribunal asked the Applicant to clarify its name. In the application the Applicant's name is "Ecosse Estate Limited". The Applicant's representative's name is stated to be "Ecosse Estates Limited" and that name is also mirrored in the Title Sheet for the Property. Mr McMillan confirmed the Applicant's correct name is "Ecosse Estates Limited" and he asked the tribunal to amend the application which the tribunal agreed to do.

Background

The Tribunal noted the following background:-

- i. The Applicant leased the Property to the Respondents in terms of a Private Residential Tenancy Agreement ("the PRT") that commenced on 21 May 2020.
- ii. The rent payable in terms of the PRT was £600 per calendar month.
- iii. The Respondents vacated the property on 26 August 2021.

In this application the Applicant seeks an order against the Respondents for £1,513.23 in respect of rent arrears and costs incurred following the Respondents' removal.

The Case Management Discussion

At the CMD Ms McMillan on behalf of the Applicant made the following representations:-

- i. That the Respondents did not disclose that they were vacating the Property and failed to make payment of the last month's rent leaving rent arrears of £553.23.
- ii. The Applicant has recovered the deposit of £425 previously paid by the Respondents from Safe Deposit Scotland and this has been offset against the rent arrears.
- iii. The stair and landing carpet was new when the Respondents moved into the Property. When the Respondents removed the carpet was found to be very dirty and torn in parts. It required to be replaced.
- iv. The Respondents had failed to remove clothes, some furniture, garden furniture and general rubbish and costs had to be incurred in clearing and disposing of these items.
- v. The Property was newly painted and in good condition at the outset of the PRT. When the Respondents moved out wallpaper was found to be ripped and marks all over the walls especially in the bedrooms. The Property had to be fully re-painted.
- vi. The Respondents failed to hand back any keys to the Property. When they removed the Applicant could not get access and required to have the locks changed. The Applicant had no spare keys.
- vii. On the departure of the Respondents the Property was found to be very dirty and a full deep clean was required.
- viii. The Applicant has photographs to support the various claims.
- ix. The Applicant seeks an order for payment of £1,513.23 being the total of the rent arrears and costs incurred.

Findings in Fact

The tribunal made the following findings in fact:-

- i. The Applicant leased the Property to the Respondents in terms of the PRT.
- ii. The rent payable in terms of the PRT was £600 per calendar month.
- iii. The Respondents vacated the property on 26 August 2021.
- iv. The Respondents failed to pay rent due to the Applicant and, under deduction of the deposit, remain liable to pay rent arrears of £128.23.
- v. Clause 18 of the PRT states:-

"The Tenant accepts the furnishings, effects, fittings and fixtures as being in good order and repair other than such as is specified in the inventory and will be under an obligation to keep them in the like condition during the subsistence of this Agreement, with the exception of ordinary wear and tear.

vi. Clause 24 of the PRT states:-

"If, following termination of the period of let hereunder, any of the Tenants personal possessions remain in the Let Property, then the Landlord or the Agent shall be entitled to dispose of same as he or they deem fit, and the Tenant will be deemed to have relinquished his ownership of such items. The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Let Property."

vii. Clause 42 of the PRT states:-

"The Tenant will keep the Let Property and the contents thereof within the Let Property in a good and clean condition throughout the period of this Agreement and shall leave it in a like condition at the waygoing of the Tenant. The Tenant will leave the contents in the rooms or places in which they were at the commencement of this Agreement. The Tenant shall pay for any cleaning that may be required to reinstate the Let Property to the same order that it was provided at the beginning of the tenancy, including the washing or cleaning of all carpets, curtains, blankets and rugs which have been soiled during the tenancy and the cleaning of all windows."

- viii. The Respondents failed to keep the Property and the furnishings and fittings therein in good order and repair.
- ix. The Respondents failed to keep the Property and the furnishings and fittings therein in a good and clean condition and failed to leave the Property and furnishings and fittings in a good and clean condition on the Respondents' removal.
- x. In particular, the stair and landing carpet was dirty and damaged such that it required to be replaced. The wallpaper was torn and the paintwork damaged. The Property was generally left in a dirty condition on the Respondents removal.
- xi. The Respondents' failures amounted to a material breach of the PRT.
- xii. The Applicant required to incur costs in replacing the stair and landing carpet, in painting the rooms within the Property and in cleaning the Property.
- xiii. The Applicant is entitled to recover losses associated with the Respondents' material breach of contract and is entitled to be reimbursed the costs associated with necessary remedial works.
- xiv. The Respondents failed to return the keys to the Applicant on removing from the Property. The Applicant required to change the locks and incurred a cost in doing so. That cost is recoverable from the Respondents.
- xv. The Respondents failed to remove their possessions from the Property and dispose of rubbish contained therein. The Applicant required to arrange the disposal of these items and incurred costs in doing so for which the Respondents are liable in terms of the PRT.
- xvi. The Applicant's claim for payment of £1,513.23 by way of rent arrears and costs incurred is reasonable.

Reasons for Decision

The Respondents did not attend the CMD and did not submit any written representations to the Tribunal.

The factual background narrated by the Applicant within the application papers and by Mr McMillan at the CMD was not challenged by the Respondents and was accepted by the Tribunal.

The Applicant had produced vouching for the various costs incurred together with a Rent Statement showing the rent arrears accrued.

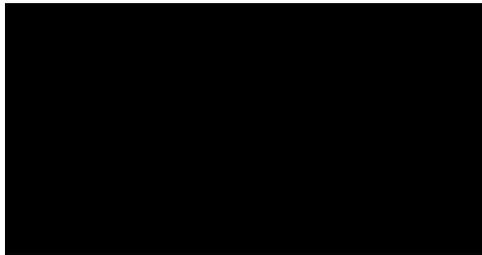
The sums claimed by the Applicant are reasonable.

Decision

The Tribunal made an order for payment by the Respondents jointly and severally of £1,513.23.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.



Legal Member/Chair

21 June 2022
Date